

<i>SERFF Tracking Number:</i>	<i>NYLA-128037318</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>212-R100</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>IPP Rider Enhancement 2012</i>		
<i>Project Name/Number:</i>	<i>IPP Rider Enhancement 2012/212-R100</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: IPP Rider Enhancement 2012 SERFF Tr Num: NYLA-128037318 State: Arkansas

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num:
Variable Closed

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: 212-R100 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Heidi Glavac Disposition Date: 02/21/2012

Date Submitted: 02/10/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: IPP Rider Enhancement 2012

Project Number: 212-R100

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/21/2012

State Status Changed: 02/21/2012

Created By: Heidi Glavac

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Heidi Glavac

Filing Description:

This filing is for a new Guaranteed Living Benefit rider, which will be used with our individual variable deferred annuity policies.

Company and Contact

Filing Contact Information

Heidi Glavac, Senior Contract Consultant

1 Rockwood Road

Sleepy Hollow, NY 10591

heidi_v_glavac@newyorklife.com

603-869-2003 [Phone]

914-846-4316 [FAX]

SERFF Tracking Number: NYLA-128037318 State: Arkansas
Filing Company: New York Life Insurance and Annuity State Tracking Number:
Corporation
Company Tracking Number: 212-R100
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: IPP Rider Enhancement 2012
Project Name/Number: IPP Rider Enhancement 2012/212-R100

Filing Company Information

New York Life Insurance and Annuity CoCode: 91596 State of Domicile: Delaware
Corporation
1 Rockwood Road Group Code: 826 Company Type:
3N738 Group Name: State ID Number:
Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
(914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: \$50.00 per form x 1 form = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$50.00	02/10/2012	56256476

SERFF Tracking Number: NYLA-128037318 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
Company Tracking Number: 212-R100
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: IPP Rider Enhancement 2012
Project Name/Number: IPP Rider Enhancement 2012/212-R100

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/21/2012	02/21/2012

SERFF Tracking Number: NYLA-128037318 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:*
Corporation
Company Tracking Number: 212-R100
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: IPP Rider Enhancement 2012
Project Name/Number: IPP Rider Enhancement 2012/212-R100

Disposition

Disposition Date: 02/21/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-128037318 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:

Company Tracking Number: 212-R100

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: IPP Rider Enhancement 2012

Project Name/Number: IPP Rider Enhancement 2012/212-R100

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Cover Letter		Yes
Form	Guaranteed Living Benefit Rider		Yes

SERFF Tracking Number: NYLA-128037318 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:

Company Tracking Number: 212-R100

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: IPP Rider Enhancement 2012

Project Name/Number: IPP Rider Enhancement 2012/212-R100

Form Schedule

Lead Form Number: 212-R100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	212-R100	Policy/Cont Guaranteed Living ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Rider 212- R100.pdf

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

RIDER

INVESTMENT PROTECTION PLAN II

This Rider is attached to and made a part of the Policy and is effective as of the Policy Date. Capitalized terms used but not defined in this Rider have the meaning set forth in the Policy. In the case of a conflict with any provisions in the Policy, the provisions of this Rider will control.

This Rider provides for a guaranteed minimum accumulation benefit. The purpose of the guaranteed minimum accumulation benefit provided under this Rider is to provide the Owner with a guaranteed minimum Policy Accumulation Value on the Rider Maturity Date. This guaranteed minimum accumulation benefit will terminate upon assignment or a change in ownership of the Policy unless the new assignee or Owner meets the qualifications specified in Provision 14 of this Rider.

There are limitations on Premium Payment allocations and transfers if you elect this Rider. By electing this Rider, you agree that any Premium Payment allocation and/or transfer instructions must follow the provisions noted below. Please read all provisions of this Rider carefully.

DEFINITIONS

RIDER EFFECTIVE DATE: The date on which this Rider is in effect and from which the Rider Maturity Date is measured. This date is equal to the Policy Date. If the Rider is reset, this date is equal to the Rider Reset Effective Date.

RIDER RESET EFFECTIVE DATE: The new Rider Effective Date if you reset the Rider. This date will be the Policy Anniversary immediately following the date we receive your request to reset this Rider.

RIDER MATURITY DATE: The Policy Anniversary that immediately follows the end of the [twelfth (12th)] Policy Year measured from the Rider Effective Date or the Rider Reset Effective Date, whichever is later.

RIDER RISK CHARGE ADJUSTMENT: The charge deducted from the Policy's Accumulation Value upon cancellation of this Rider after the 30-day review period described below. This charge is determined as a percentage of the Guaranteed Amount.

RIDER PROVISIONS

1. What Benefit Does This Rider Provide?

This Rider guarantees that on the Rider Maturity Date, the Policy's Accumulation Value will be equal to the greater of the Policy's Accumulation Value on that date, or the Guaranteed Amount (as described in Provision 2 of this Rider).

If the Policy's Accumulation Value on the Rider Maturity Date is less than the Guaranteed Amount, we will credit the Policy's Accumulation Value in each IPP Allocation Alternative, on a pro-rata basis, with an amount equal to the difference between the Guaranteed Amount and the Policy's Accumulation Value on the Rider Maturity Date. On the Rider Maturity Date, the Guaranteed Amount will be the Policy's new Accumulation Value.

This Rider will not affect the manner in which the Policy's Accumulation Value is calculated either before or after the Rider Maturity Date.

2. What Is The Guaranteed Amount and When Does This Rider Become Effective?

The Guaranteed Amount provided by this guaranteed minimum accumulation benefit is determined as follows:

- (a) **At issue:** When this Rider is elected at the time of the application for the Policy, the Guaranteed Amount is equal to the initial Premium Payment and any Premium Credits and/or Breakpoint Credits applicable to the initial Premium Payment, plus any additional Premium Payments received by us and any Premium Credits and/or

Breakpoint Credits applicable to the additional Premium Payments that are applied in the first Policy Year, less all IPP Proportional Withdrawals (as described below) thereafter.

- (b) **At reset:** If you elect to reset this Rider, the Guaranteed Amount is equal to the Policy's Accumulation Value, less any IPP Proportional Withdrawals, on the Rider Reset Effective Date.

3. What Is An IPP Proportional Withdrawal?

When you make a Partial Withdrawal from the Policy, we will reduce the Guaranteed Amount by the amount of the IPP Proportional Withdrawal. The IPP Proportional Withdrawal amount is equal to the amount withdrawn from the Policy (including any amount withdrawn that may include Surrender Charges), divided by the Policy's Accumulation Value immediately preceding the withdrawal, multiplied by the Guaranteed Amount immediately preceding the withdrawal. The amount withdrawn from each IPP Allocation Alternative will be either a selected amount or a selected percentage of the Policy's Accumulation Value withdrawn on a pro-rata basis from each IPP Allocation Alternative, as specified by you in your request, in accordance with the terms of the Policy.

4. May You Change The Guaranteed Amount After The Rider Effective Date?

Following the Rider Effective Date, you have the right to "reset" the Guaranteed Amount at any time prior to the [twelfth (12th)] Policy Year, subject to the following limitation: the Owner and Annuitant must be Age [seventy-eight (78)] or younger on the Rider Reset Effective Date.

If the new Guaranteed Amount is greater than the Guaranteed Amount prior to the Rider Reset Effective Date, we will reset the Rider. If the new Guaranteed Amount is less than the Guaranteed Amount prior to the Rider Reset Effective Date, we will not reset the Rider.

If we reset the Rider, the Rider Effective Date, the Rider Maturity Date, the Rider Risk Charge Adjustment, and the charge for this Rider will also be reset on the next Policy Anniversary after we receive your request. Upon reset, the Rider Effective Date will be known as the Rider Reset Effective Date.

5. May You Cancel the Reset Of The Guaranteed Amount?

You may cancel your request to reset the Guaranteed Amount at any time prior to or within thirty (30) days after the Rider Reset Effective Date. If you cancel your reset request, no change will be made to the Rider Effective Date, the Rider Maturity Date, the rider charge percentage and the Rider Risk Charge Adjustment percentage.

6. How Does This Rider Affect My Ability To Change Premium Allocations and/or To Make Transfers Among IPP Allocation Alternatives?

You must allocate your Premium Payment(s) to the [Investment Divisions, the Fixed Account or the DCA Advantage Account] (each an "IPP Allocation Alternative") available under this Rider subject to the restrictions stated in this Rider. In addition, all transfers must be made between one or more of the IPP Allocation Alternatives available under this Rider.

If you elect to allocate a Premium Payment or schedule a transfer to an allocation alternative not available under this Rider, your election will be pended and you will be given the opportunity to cancel or modify your election. If you decline to cancel or modify your election, you must exercise your right to cancel this Rider as described in Provision 12 of this Rider. A Rider Risk Charge Adjustment will be imposed.

7. What Happens If Changes Are Made To The IPP Allocation Alternatives?

We reserve the right to add or remove an IPP Allocation Alternative at any time. We will provide you with advance written notice of any such change and will request new allocation and/or transfer instructions from you as appropriate. Removal of an IPP Allocation Alternative could occur due to actions by the investment advisor of an Investment Division, or at NYLIAC's sole discretion. Any such change may affect this Policy as described below.

(a) Removal Of An Investment Division By The Investment Advisor:

We may discontinue the offering of an Investment Division due to an Investment Division being closed, merged with a restricted Investment Division or otherwise restricted at the direction of the Investment Division's investment advisor. Should this occur, we will contact you and request new

instructions as described above. If we do not receive new allocation and/or transfer instructions from you, we will transfer the portion of your Accumulation Value, if any, that is in a discontinued IPP Allocation Alternative to the [Mainstay VP Cash Management Investment Division]. This type of transfer will not be counted in determining the number of free transfers made during a Policy Year. In addition, any Premium Payment allocations and/or transfers that were directed to a discontinued IPP Allocation Alternative will be directed to the [Mainstay VP Cash Management Investment Division].

(b) Removal Of An IPP Allocation Alternative Initiated By NYLIAC:

We may also discontinue the offering of an IPP Allocation Alternative at our discretion. Should this occur, any funds that are already allocated to a discontinued IPP Allocation Alternative will not be affected and may remain in the discontinued IPP Allocation Alternative. However, all subsequent Premium Payment allocations, and/or transfers must be directed only to currently available IPP Allocation Alternatives. No additional funds may be allocated, in any manner, to a discontinued IPP Allocation Alternative. Any funds withdrawn or transferred from a discontinued IPP Allocation Alternative may not be reallocated back to the discontinued IPP Allocation Alternative. If we do not receive new allocation and/or transfer instructions from you, all future Premium Payment allocations and/or transfers directed to a discontinued IPP Allocation Alternative will be directed to the [Mainstay VP Cash Management Investment Division].

8. Are Charges Deducted From Your Policy For This Benefit?

A charge is deducted each Policy quarter and is determined as a percentage of the Guaranteed Amount at that time. Although the amount of the charge is determined by the Guaranteed Amount, no reductions are made to the Guaranteed Amount as a result of the charge. Instead, the charge will be deducted each applicable Policy quarter, on a pro-rata basis,

from each IPP Allocation Alternative you have selected. The charge percentage in effect on the Rider Effective Date will not change after this Rider is issued unless you reset the Guaranteed Amount.

If you reset the Guaranteed Amount, the charge percentage may change. The new charge percentage will be effective on the Rider Reset Effective Date and may be more or less than the charge percentage in effect prior to the Rider Reset Effective Date, subject to the maximum percentage described below.

The charge percentage in effect for your Policy on the date we receive your request to reset this Rider will remain in effect until the first Policy quarter following the Rider Reset Effective Date. Beginning on the first Policy quarter following the Rider Reset Effective Date, the new Rider charge will be the charge percentage currently in effect for newly issued policies. The new charge will be applied as a percentage of the reset Guaranteed Amount. You will be notified in writing of the new charge percentage. No change will be made to the charge percentage if you cancel your request to reset the Guaranteed Amount, as described in Provision 5 of this Rider.

The maximum charge percentage for this Rider is [one and one-half percent (1.50%)] annually based on the Guaranteed Amount.

Rider charges will no longer be deducted when this Rider ends, as provided in Provision 14 below.

9. What Happens To The Guaranteed Amount If Additional Premium Payments Are Made To This Policy?

Only the Premium Payments received and any Premium Credits and/or Breakpoint Credits applied, during the first Policy Year will be included in the Guaranteed Amount. If you elect to reset the Guaranteed Amount, Premium Payments received and any Premium Credits and/or Breakpoint Credits applied after the Rider Reset Effective Date will not be included in the Guaranteed Amount.

10. What Happens If You Surrender The Policy Before The Rider Maturity Date?

If you surrender the Policy before the Rider Maturity Date, this Rider will end and the provisions under this rider will no longer apply. Upon surrender, you will receive the Policy's

current Accumulation Value less any applicable Surrender Charges and additional fees and charges that may apply.

11. Will The Guaranteed Amount Be Included In The Report To Owner?

At least once each Policy Year, NYLIAC will provide a report to Owner that will include the Guaranteed Amount for the current reporting period.

12. Can This Rider Be Cancelled?

Within thirty (30) days after delivery of your Policy and Rider, you may cancel this Rider by providing to us, or to the registered representative through whom it was purchased, a written request for a cancellation. Upon receipt of this request, we will promptly cancel this Rider, and refund any charges that may have been assessed for this Rider.

13. What Happens If I Cancel This Rider After The 30-Day Review Period?

You have the right to cancel this Rider. However, we will deduct a Rider Risk Charge Adjustment from the Policy's Accumulation Value upon any cancellation. The cancellation will be effective on the date we receive your request. The Rider Risk Charge Adjustment is determined as a percentage of the Guaranteed Amount at that time and will be deducted from each IPP Allocation Alternative on a pro-rata basis.

The percentage used to determine the Rider Risk Charge Adjustment will not change once it is set on the Rider Effective Date unless you reset the Guaranteed Amount. If you reset the Guaranteed Amount, a new percentage will apply, effective on the Rider Reset Effective Date. This new percentage will be the percentage in effect for newly issued policies and may be more or less than the percentage in effect prior to Rider Reset Effective Date. The maximum Rider Risk Charge Adjustment is [two percent (2%)] of the Guaranteed Amount.

The Rider Risk Charge Adjustment will not apply to any withdrawals made, or upon surrender of this Policy.

14. When Does This Rider End?

This Rider will end on the earliest to occur of the following events:

- a) The Rider Maturity Date;
- b) If Income Payments begin;
- c) If you surrender the Policy;
- d) If we terminate the Policy as described in the Policy's termination provision;
- e) If there is a change of ownership, or an assignment, of the Policy unless:
 - i) the new Owner or assignee assumes full ownership of the contract and is essentially the same person (e.g. an individual ownership changed to a personal revocable trust, a change to a court appointed guardian representing the Owner during the Owner's lifetime, etc.);
 - ii) the Owner's spouse, when designated as the sole primary Beneficiary, continues the Policy after the Owner dies, as described in the applicable provision of the Policy; or
 - iii) the assignment is for the purposes of effectuating a 1035 exchange of the contract (i.e. the Rider may continue during the temporary assignment period and not terminate until the contract is actually surrendered).

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary

INVESTMENT PROTECTION PLAN ALLOCATION ALTERNATIVES

The IPP Allocation Alternatives are subject to change at any time, as described in Provision 7 of this Rider.

[Investment Divisions:]

[MainStay VP Balanced
MainStay VP Bond
MainStay VP Cash Management
MainStay VP Conservative Allocation Portfolio
MainStay VP Convertible
MainStay VP Flexible Bond Opportunities
MainStay VP Floating Rate
MainStay VP Government
MainStay VP High Yield Corporate Bond
MainStay VP Income Builder
MainStay VP Janus Balanced Portfolio
MainStay VP MFS Utilities Series
MainStay VP Moderate Allocation Portfolio
MainStay VP Moderate Growth Allocation
MainStay VP PIMCO Real Return Portfolio
BlackRock Global Allocation V.I.]

[Fixed Account:][*]

[1-year Fixed Account]

[*Allocation into the Fixed Account is limited to 25% of the total allocations.]

[Dollar Cost Averaging (DCA) Advantage Account:]

[6-Month DCA Account]

SERFF Tracking Number: NYLA-128037318 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number:
Company Tracking Number: 212-R100
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: IPP Rider Enhancement 2012
Project Name/Number: IPP Rider Enhancement 2012/212-R100

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Cert-compliance-AR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not applicable to this rider filing. Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo Comments: Attachment: Actuarial Memorandum-212-R100.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability Comments: Attachment: SOV-212-R100.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter Comments:		

SERFF Tracking Number: NYLA-128037318 *State:* Arkansas
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Product Name: IPP Rider Enhancement 2012
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Attachment:

Cover Letter-AR.pdf

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form: 212-R100

I certify that the rider form contained in this filing complies with Arkansas Insurance Regulation 19.

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President-Product Development

Title

2/10/2012
Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Investment Protection Plan II (“IPPII”) Rider
Form Number: 212-R100**

The following comments describe the nature and scope of the variable material denoted with brackets on the Rider. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner in accordance with the Explanation of Variability, and shall not result in unfair discrimination.

Any change will be applicable to new issues only.

Bracketed Information	Explanation of Variability
Definitions – RIDER MATURITY DATE Provision 4 – May You Change The Guaranteed Amount After The Rider Effective Date?	For changes to the maturity date on which the policy owner may receive the guaranteed minimum accumulation benefit provided by this rider. Currently, the policy owner may receive this rider’s benefit on the 12 th Policy Year after the later of the Rider Effective Date or the Rider Reset Effective Date. The range for the rider maturity date is between and including the 10 th and 12 th Policy Year.
Provision 4 – May You Change The Guaranteed Amount After The Rider Effective Date?	For changes to the maximum Owner and Annuitant age required for reset eligibility. The current maximum age as of the Rider Reset Effective Date, is age 78. The range for this age restriction is between and including ages 65 and 78.
Provision 6 – How Does This Rider Affect My Ability To Change Premium Allocations and/or To Make Transfers Among IPP Allocation Alternatives?	For changes to the permissible allocation options under the IPP Allocation Alternatives.
Provision 7. – What Happens If Changes Are Made To The IPP Allocation Alternatives?	For changes to the Investment Division “MainStay VP Cash Management”, that will be used as a default option for transfers and/or Premium Payment allocations in the event that the Corporation discontinues the offering of an Investment Division and does not receive new allocation and/or transfer instructions from the policy owner.
Provision 8. – Are Charges Deducted From Your	For changes to the maximum annual charge percentage for this rider based on the Guaranteed Amount. The current

Policy For This Benefit?	maximum annual charge percentage is 1.50%. The range for this rider charge percentage is between and including 0% and 1.5%.
Provision 13. – What Happens If I Cancel This Rider After The 30 Day Review Period?	For changes to the maximum Risk Rider Charge Adjustment deducted upon cancellation based on the Guaranteed Amount. The current maximum amount is 2.0%. The range for this rider charge is between and including 0% and 2.0%.
Officer Signatures/Titles	For any change to the corporation's officers and/or their titles.
Investment Protection Plan Allocation Alternatives:	<p>For changes to the Investment Protection Plan (IPP) Allocation Alternatives available with this rider. The current IPP Allocation Alternatives are:</p> <p>Fixed Account 1-Year Fixed Account</p> <p>NOTE: The asterisk (*) and associated text have been bracketed to allow flexibility in changing the Fixed Account allocation restriction. The current maximum is 25% with a range of between and including 0% to 25%</p> <p>Dollar Cost Averaging (DCA) Advantage Account 6-Month DCA Account</p> <p>Investment Divisions MainStay VP Balanced MainStay VP Bond MainStay VP Cash Management MainStay VP Conservative Allocation Portfolio MainStay VP Convertible MainStay VP Flexible Bond Opportunities MainStay VP Floating Rate MainStay VP Government MainStay VP High Yield Corporate Bond MainStay VP Income Builder MainStay VP Janus Balanced Portfolio MainStay VP MFS Utilities Portfolio MainStay VP Moderate Allocation Portfolio MainStay VP Moderate Growth Allocation MainStay VP PIMCO Real Return Portfolio BlackRock Global Allocation V.I.</p>



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

(A Delaware Corporation)

1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

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E-Mail: Suzanne_M._Wolf@newyorklife.com

February 10, 2012

Hon. Jay Bradford
Commissioner
Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

Form No.: 212-R100 Guaranteed Living Benefit Rider

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

Dear Hon. Jay Bradford:

We are enclosing for your approval a new guaranteed living benefit rider, form number 212-R100, which will be issued by New York Life Insurance and Annuity Corporation (NYLIAC).

This rider will be used with our individual deferred variable annuity policies issued by NYLIAC and solicited through our agency distribution channel. However, at some point in the future, we may include this rider with our individual deferred variable annuities solicited through our independent distribution channel. The chart below provides the form numbers and a brief description of the policy forms with which this rider will be issued, as well as the current approval information. Please note that this rider will be available only with new issues of the policies listed in the aforementioned chart. When made available, this rider form will replace previously approved rider form, 999-302 (02/2010), as discussed in further detail below. We intend to begin offering this rider on or about May 1, 2012, subject to your Department's approval.

Rider Form 212-R100

The purpose of this rider is to provide the policy owner with a guaranteed minimum accumulation benefit ("guaranteed amount") on a specified date. This date is known as the Rider Maturity Date. To qualify for this benefit, the policy must be in force for at least twelve years from the rider effective date or the rider reset effective date, whichever is later. The guaranteed amount can be reset at any time prior to the twelfth policy year, subject to certain restrictions described in the rider. If the policy owner elects to reset the guaranteed amount, the Rider Maturity Date will be reset to reflect the new rider reset effective date. The rider charge and rider risk charge (both discussed below) will also be reset on the next policy anniversary following the Company's receipt of the reset request. The policy owner may cancel the reset request any time prior to and within thirty days after the rider reset

effective date. When the reset request is cancelled, the new charges, new Rider Maturity Date and revised Guaranteed Amount will also be cancelled.

On the Rider Maturity Date, if the policy's accumulation value is less than the guaranteed amount, as described in the rider, NYLIAC will credit the policy with the difference between the current accumulation value and the guaranteed amount. The rider ends on the Rider Maturity Date, unless otherwise cancelled or terminated for another reason. On the Rider Maturity Date, the policy owner may choose to surrender the policy or allow it to remain in force.

Election of this rider is optional, and it may only be elected at the time of application for a policy. An annual charge for the rider of no greater than 1.50% of the guaranteed amount will be deducted on a quarterly basis from the policy's accumulation value until the rider is exercised or otherwise cancelled or terminated.

The policy owner may cancel the rider at any time. Within thirty days after delivery of the rider, the policy owner may cancel the rider and we will refund any charges that may have been assessed. After the thirty-day review period, a rider risk charge adjustment of no greater than two percent (2%) of the guaranteed amount will be deducted from the policy's accumulation value on the date the rider is cancelled. This charge will not apply if the policy is surrendered.

Please note that this rider places restrictions on the policy owner's premium payment allocations and the transfer of funds among the available allocation alternatives while the rider is in effect. Disclosure language regarding such limitations will display in the allocation alternatives section of the data pages of the policy forms with which the rider is attached. This language will display only when the rider is elected. If the Company makes changes to the available allocation alternatives, both new issues and in force versions of the rider will be subject to the changes as detailed in the rider. When the rider ends, for reasons described in the rider, the allocation alternatives restrictions will end. In addition, if a policy owner cancels the rider, a cancellation charge may be imposed and the allocation alternatives restrictions will end.

As mentioned above, this rider will replace previously approved rider form 999-302 (02/2010) when used with new issues of the policy forms referenced in the chart below. However, with the exception to the policy forms referenced in the chart below, rider form 999-302 (02/2010) will continue to be made available for in force variable annuity policy forms for which this rider form was filed and approved.

The key differences between the previously approved rider form 999-302 (02/2010), and this new rider form 212-R100, are as follows:

- Rider form 212-R100 increases the waiting period before the policy owner can exercise the rider from 10 years to 12 years following the latest of the rider effective date or the rider reset effective date.
- Rider form 212-R100 limits the policy owner's right to exercise the rider form. Under the previous rider, the policy owner could exercise the rider each Policy Anniversary following the expiration of the waiting period. Now, the rider is exercisable only upon the occurrence of the 12th Policy Year following the later of the Rider Effective Date or the Rider Reset Effective Date.
- Rider form 212-R100 provides for the cancellation of the rider reset at any time before and within thirty days following the Rider Reset Effective Date.
- Unlike rider form 999-302 (02/2010), rider form 212-R100 is not available for in-force policies.

- Unlike rider form 999-302 (02/2010), rider form 212-R100 does not require the policy owner to surrender his/her policy to receive the benefit.
- The maximum rider reset age is 78 for all plans under rider form 212-R100 whereas the maximum reset age for rider form 999-302 (02/2010) is 10 years prior to the annuity commencement date for non-qualified and Roth IRA plans and age 65 for qualified plans other than Roth IRAs.

This rider will be available for the “non tax-qualified” market and for the “tax-qualified” market, primarily for Individual Retirement Annuity (IRA) plans, including Traditional IRA plans, Roth IRA plans, Savings Incentive Match Plan for Employees IRA (SIMPLE IRA) plans and Simplified Employee Pension IRA (SEP IRA) plans, and Pension and Keogh plans.

Statement of Variability

Variable material in this rider is denoted with brackets and the enclosed Statement of Variability describes each variable item.

Domicile Approval Status

This form will be filed with the Insurance Department of our domicile State of Delaware in the near future.

This form will be pre-printed or laser-emitted with identical language approved by the Department. The Corporation reserves the right to alter the color, layout, format, pagination, signature graphic, and the type of font (point size no less than 10 point) of this form without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of this new form at your earliest convenience. Should you have any questions regarding this submission, you may contact me at the e-mail address or phone number referenced above.

Sincerely,



Suzanne Wolf
Assistant Vice President– Product Development

SW: lb

New York Life Insurance and Annuity Corporation Policy Forms that will be used with rider form 212-R100		
Policy Form	Description	Approval Date
208-191	Individual Flexible Premium Deferred Variable Annuity	10/22/2008
208-192	Individual Flexible Premium Deferred Variable Annuity	10/22/2008